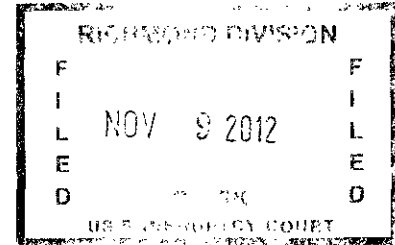


Karen L. Craig  
4355 Altivo Lane  
Corona, CA 92883  
951-638-5181  
November 4, 2012



To:  
Clerk of the Bankruptcy Court  
United States Bankruptcy Court  
701 East Broad Street - Room 4000  
Richmond, VA 23219

Copy:  
Jeffrey N. Pomerantz Esq.  
Andrew W. Caine Esq.  
Pachulski Stang Ziehl and Jones LLP  
10100 Santa Monica Blvd.  
Los Angeles, CA 90067-4100

Lynn L. Tavenner Esq.  
Paula S. Beran Esq.  
Tavenner and Beran PLC  
20 North 8th Street, 2nd floor  
Richmond, VA 23219

***Response to the Objection***

***Bankruptcy Court:*** United States Bankruptcy Court for the Eastern District of Virginia Richmond Division

***Debtors:*** Circuit City Stores, Inc., et al

***Case Number:*** 08-35653 (KRH)

***Title of Objection:*** Response to the Objection Liquidating Trusts Forty Seventh Omnibus objection to Claims: LIQUIDATING TRUST'S FORTY-SEVENTH OMNIBUS OBJECTION TO CLAIMS: REDUCTION OF CERTAIN PARTIALLY INVALID CLAIMS, FIXING OF CERTAIN UNLIQUIDATED CLAIMS, OR DISALLOWANCE OF CERTAIN INVALID CLAIMS (MULTIPLE HR PROGRAMS CLAIMED)

***Claim:***

Claimant: Karen L. Craig, 4355 Altivo Lane Corona, CA 92883

Amount of Claim: \$40,000.00

Claim number: 14174

Explanation: Short Term Incentive Award program from Circuit Stores Inc. awarded to claimant on October 9, 2008.

I am writing in response to the Objection expunging the claim relative to the Short Term Incentive program. This claim represents wages that are due under the terms of the agreement as an employee of the organization meeting the requirements set forth under the terms of the award and should not be expunged.

Details of the agreement can be found in the attached award letter from Eric A. Jonas, Senior Vice President of Human Resources. Mr. Jonas has personal knowledge of the relevant facts of this program as well as the spirit and intent of the terms of the award.

The Bankruptcy Court should overrule expunging the award amount based on the terms of the agreement item 2) Change of Control "If you remain continuously employed on a full-time active basis with the Company through and including the date on which a Change of Control of the Company occurs, then any unvested portion of your outstanding Target Cash Incentive Award will vest as of such date and will be paid to you in a lump sum cash payment within 75 days thereafter. For this purpose, "Change of Control" has the meaning set forth in the Circuit City Stores, Inc. 2003 Stock Incentive Plan, as amended and restated, effective December 14, 2006, and that definition is incorporated by reference and made part of the Award letter".

The summary of Change of Control specifically states in section (iii) a reorganization, merger or consolidation of the Company or sale or disposition of all or substantially all of the assets of the Company; or (iv) the consummation of a plan of complete liquidation or dissolution of the Company.

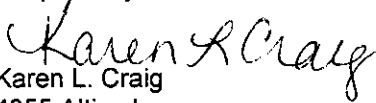
I was continuously employed through the liquidation of the company and disposition and sale of all or substantially all of the assets of the Company. A Plan of Liquidation of the assets of the company was executed as part of the liquidation which took place in the stores.

I satisfied the requirement as outlined in the award document. I was actively employed on the date the company started and completed the liquidation sales as part of the liquidation team.

I request that the award of \$40,000.00 not be expunged for which I qualified under the terms of the award.

Thank you for considering this request.

Respectfully,

  
Karen L. Craig  
4355 Altivo Lane  
Corona, CA 92883  
951-638-5181

10110118, Craig, Karen  
N/A, 9/29/2008, CASH



October 9, 2008

Karen Craig  
4409 Player Rd.  
Corona, CA 92883

Dear Karen:

Congratulations! The Compensation and Personnel Committee of the Board of Directors (the "Committee") has awarded you a long-term cash incentive award (the "Award") subject to the terms of this Award letter. The purpose of this Award is to reward, motivate and retain associates who are key to our turnaround efforts and long term success of Circuit City Stores, Inc. (the "Company"). To accept this Award, please sign this letter, and fax it as instructed in Section 6 below.

Subject to the requirements and limitations set forth in this Award letter, your Target Cash Incentive Award, Maximum Cash Incentive Award, and Award Date are as follows:

Target Cash Incentive Award: \$40,000

Maximum Cash Incentive Award: \$80,000

Award Date: September 29, 2008

This Award is based on performance of the Company over time and the amount that you can earn at each Vest Date under the Award is subject to meeting the Performance Conditions as outlined below. For purposes of the Performance Conditions, the following definitions apply:

Minimum Availability: maintaining excess availability under all of the Company's existing or future credit facilities in effect as of February 28, 2009, as such existing or future credit facilities may be amended, modified, superseded or supplemented, through February 28, 2009; and

Closing Stock Price: closing stock price as reported by the exchange or market on which the Company's common stock generally has the greatest trading volume.

The schedule of Vest Dates, the corresponding target amounts and Performance Conditions for each date are as follows:

1 <sup>st</sup> Vest Date:	July 1, 2009
Targeted Amount Vesting:	\$13,333
Performance Condition:	Minimum Availability

2<sup>nd</sup> Vest Date: January 1, 2010  
Targeted Amount Vesting: \$13,333  
Performance Condition: Total shareholder return based on the following stock prices:

Closing Stock Price on Dec. 31, 2009	% Payout of Targeted Amount Vesting
less than \$3.00	0%
\$3.00–\$3.99	75%
\$4.00–\$4.99	100%
\$5.00–\$5.99	125%
\$6.00–\$6.99	175%
\$7.00–\$7.99	200%
\$8.00–\$8.99	225%
\$9.00 or greater	250%

3<sup>rd</sup> Vest Date: July 1, 2010  
Targeted Amount Vesting: \$13,333  
Performance Condition: Total shareholder return based on the following stock prices:

Closing Stock Price on Vest Date	% Payout of Targeted Amount Vesting
less than \$4.00	0%
\$4.00–\$4.99	75%
\$5.00–\$5.99	100%
\$6.00–\$6.99	125%
\$7.00–\$7.99	175%
\$8.00–\$8.99	200%
\$9.00–\$9.99	225%
\$10.00 or greater	250%

If on the specified Vest Date no amount is earned or an amount less than the Targeted Amount is earned, the unearned portion of the Targeted Cash Incentive Amount for that Vest Date will roll-forward to the next Vest Date and may be earned if the minimum Performance Condition for the next Vest Date is achieved. Any amounts that are rolled forward to the next Vest Date are not eligible for more than a Target (100%) payout.

For purposes of the vesting and forfeiture requirements that follow, your employment with the “Company” includes your employment with Circuit City Stores, Inc. or with a parent or subsidiary of Circuit City Stores, Inc. within the meaning of section 424(e) and (f) of the Internal Revenue Code of 1986, as amended.

Your right to receive the portion of your Award corresponding to each of the above Vest Dates is contingent on (i) your agreeing to the terms of this Award by signing and faxing this letter, and (ii) your remaining continuously employed on a full-time active basis with the Company through and including the corresponding Vest Date. If you satisfy these

requirements, the portion of your Award that becomes vested will be paid to you in a single lump sum cash payment within 75 days following the Vest Date. In the event that you are on a leave of absence on the Vest Date, the portion of your Award that would have vested on that date will not vest until you return to active full-time employment with the Company and will then be paid within 75 days after your return.

**Forfeiture.** If prior to becoming fully vested in your Award, (i) your employment with the Company terminates for any reason other than your death or permanent disability, or (ii) your employment status with the Company changes to part-time, or (iii) you retire from the Company, then the unvested portion of your Award will be forfeited as of the date of your termination, change in status, or retirement, as the case may be

If your employment with the Company terminates on or before a Vest Date because of death or permanent disability, then the portion of your Target Cash Incentive Award that is scheduled to vest on a future Vest Date will vest as of the date of your death or termination for disability (assuming you otherwise meet the requirements under this Award letter), and will be paid out in a lump sum cash payment within 75 days after your death or disability.

The Committee will determine whether a permanent disability exists for purposes of the foregoing, and such determination will be conclusive and binding.

Other terms relevant to this Award letter are set forth below.

1. **Modification.** The Committee may unilaterally modify the terms of this Award letter after the Award Date provided that your consent is obtained with respect to any modification that would be detrimental to your rights hereunder, except that your consent will not be required to the extent any such modification is to comply with applicable law.

2. **Change of Control.** If you remain continuously employed on a full-time active basis with the Company through and including the date on which a Change of Control of the Company occurs, then any unvested portion of your outstanding Target Cash Incentive Award will vest as of such date and will be paid to you in a lump sum cash payment within 75 days thereafter. For this purpose, "Change of Control" has the meaning set forth in the Circuit City Stores, Inc. 2003 Stock Incentive Plan, as amended and restated, effective December 14, 2006, and that definition is incorporated by reference, and made a part of this Award letter.

The following provides a brief summary of the definition of Change of Control under the 2003 Stock Plan. This is intended only as a summary, and any determination of whether a Change of Control has actually occurred will be subject to the full definition set forth in the 2003 Stock Plan. In general, a Change of Control will occur upon any of the following events: (i) a third party acquires 35% of the Company's outstanding stock; (ii) the incumbent members of the Company's Board of Directors cease to be a majority of the Board (for this purpose, "incumbent members" includes directors whose election was approved by a majority of the Board); (iii) a reorganization, merger or consolidation of the Company or sale or other disposition of all or substantially all of the assets of the Company; or (iv) the consummation of a plan of complete liquidation or dissolution of the Company.

3. **Withholding Taxes.** On the Vest Date, you will have taxable income equal to the amount of your vested Award, and the Company will withhold the amount of taxes required to be withheld or paid.

4. **Interpretation.** The interpretation and construction of any provision or term of this Award letter by the Committee will be final and conclusive. The terms of this Award letter and all actions taken hereunder will be governed by the laws of the Commonwealth of Virginia, without regard to the conflict of law provisions of any jurisdiction.

5. **Miscellaneous.**

a. This Award letter is the entire agreement between you and the Company concerning the Award granted hereunder.

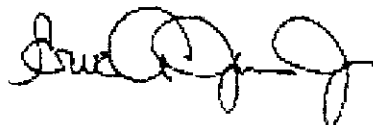
b. Nothing in this Award letter confers any right to continued employment with the Company, or affects the Company's right to terminate an associate's employment at any time, with or without notice, and with or without cause.

c. The Company has no obligation to contribute any assets to a trust or other entity or otherwise to segregate any assets, or maintain separate accounts, for the purpose of satisfying the Award obligation hereunder.

6. **Acceptance of this Award.** In order for your Award to become effective, you must accept it by signing this letter and faxing the entire letter as soon as possible, but in no event later than November 1, 2008 to **757-299-8412**.

Your signature will also constitute your agreement to the terms and conditions contained in this letter.

Sincerely,



Eric A. Jonas, Jr.  
Senior Vice President  
Human Resources

ACCEPTED:

  
Associate Signature

Karen Craig

Printed Name

10/20/08  
Date